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order

Field Sept 11, 1946  
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IN THE MATTER OF COMPENSATION FOR INJURY

HENRY D. BYRD,

Employee,

Versus

GEORGIA HARDWOOD LUMBER COMPANY,  
a Corporation,  
Employer

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 105

AGREEMENT AND PETITION FOR APPROVAL OF LUMP SUM SETTLEMENT

The undersigned, being the only parties interested in the above entitled matter, hereby petition the Court for the approval of the following agreement and settlement and show unto the Court as follows:

That the parties hereto were at the time of the matters herein referred to subject to the provisions of the Workmen's Compensation Laws of Alabama, as amended; that the said Employee is over the age of twenty-one (21) years and can read and understand the English language and resides in Baldwin County, Alabama; that the Employee was on, to-wit, May 2, 1946, employed by the said Employer as a millwright helper at the location of the Employer's plant which was being constructed in Baldwin County, Alabama, at or near Stapleton, Alabama, and while being engaged at said place in the performance of his duties as such Employee and while lifting pieces of lumber or timber that he strained himself and felt a sharp pain in his right groin, which the Employee claimed extended up into his abdomen and later on the same day quit work on account of such pain; that the

said Employee was referred to Doctor C. R. Sherman of Bay Minette, Alabama, a physician, who diagnosed the said symptoms as a right inguinal hernia; that said Doctor Sherman referred the Employee to Doctor J. B. Graham of Mobile, Alabama, who is a physician and surgeon, and the Employee engaged the said Doctor J. B. Graham to perform an operation to repair the said hernia, and the said Doctor Graham did perform said operation and repaired said hernia on, to-wit, May 8, 1946; that subsequently and on, to-wit, June 10, 1946, the claimant voluntarily returned to his work as Employee of the said Employer and was put to doing light duty, namely, serving as water boy carrying water to other employees; that the said Employee continued to work in this manner for the Employer until, to-wit, June 27, 1946, when he again attended the said Doctor Sherman of Bay Minette with the complaint that he felt pain in his side and the said Doctor Sherman examined the said Employee and advised the Employee that he still had a hernia at or near the same place as was the hernia which was operated on by the said Doctor Graham and, subsequently, the said Employee was examined by Doctor Charles Rutherford, a physician and surgeon of Mobile, Alabama, at the instance and request of the Employer, and Doctor Rutherford diagnosed the Employee's symptoms as a right femoral hernia on the right side; that the Employer paid the Employee compensation under the Workman's Compensation Law of Alabama at the rate of Eighteen Dollars (\$18.00) per week for a period of four (4) weeks and three (3) days, or in the total amount of SEVENTY-NINE and 71/100 DOLLARS (\$79.71) and also paid medical and hospital bills attendant with the first symptoms and

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 495

ORDER APPROVING SETTLEMENT AND PETITION

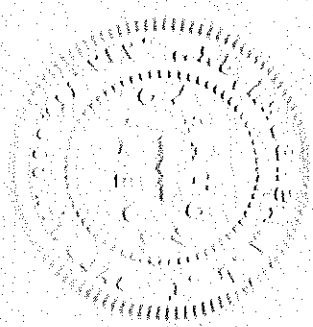
This cause coming on to be heard on petition of the parties hereto, for approval of the settlement of the claim of the said Employee upon the terms stated in this petition, and the Court being fully advised in the premises, and it appearing that the allegations of said petition are true, and the Court having made inquiry into the bona fides of Claimant's claim, and the liability of the defendant Employer, and being of the opinion that there is grave doubt and uncertainty as to the extent of any liability, or to the nature and extent of any disability to the Employee, and that the said agreement of settlement represents a fair adjustment and compromise of said claim, the Court does hereby find and determine that it is for the best interest of said Employee that the said Employee accept the said sum of FIVE HUNDRED AND SIXTY DOLLARS (\$560.00) as a full compromise settlement and satisfaction of all claims which might otherwise be asserted on account of said matter, as stated in said petition.

NOW, THEREFORE, it is ORDERED, ADJUDGED AND DECREED by the

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RECEIVED  
U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C.

TO THE DIRECTOR, BUREAU OF PLANT INDUSTRY  
WASHINGTON, D.C.



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operation by Doctor Graham in the aggregate amount of ONE HUNDRED FIFTY-EIGHT and 45/100 DOLLARS (\$158.45); that a dispute has arisen between the parties hereto as to whether or not there has been any injury to the Employee resulting in any hernia and as to whether any such hernia appeared suddenly and whether it was accompanied by pain and whether any such hernia immediately followed any accident and whether any such hernia existed prior to May 2, 1946, and whether the symptoms of the Employee existed at the time of the filing of this petition are the result of and in any way connected with any injury, the Employer contending that the present symptoms as diagnosed by Doctor Rutherford are the result of a femoral hernia and in no way connected with any injury and did not appear suddenly and were not in existence at the time the said Employee was operated on by Doctor Graham as aforesaid; the Employee admits that he had a left inguinal hernia which occurred before and was repaired by radical operation before he was employed by the said Employer but contends that his present condition is the result of the alleged accident on May 2, 1946. The Employee does not have any chronic disease and is not otherwise in such physical condition to make it unsafe for the Employee to undergo another operation to repair his present condition, and the Employer has without admitting any liability and without prejudice called upon the Employee to submit to such an operation, but the Employee has refused to do so at this time and has requested a lump sum settlement of any and all claims which he may have or assert on account of the premises; that the parties

hereto have agreed upon a settlement of such claims in the amount of FIVE HUNDRED SIXTY and 00/100 DOLLARS (\$560.00), said settlement being calculated on the basis of twenty (20) weeks additional compensation at the rate of Eighteen Dollars (\$18.00) per week, plus the sum of Two Hundred Dollars (\$200.00), being the amount of estimated medical and hospital expenses for such future operation; that there is doubt and uncertainty as to the existence, nature and extent of any injury to the Employee and as to any present and future disability or loss of earning capacity on the part of the Employee on account of the matters referred to herein, and the parties hereto have decided to compromise and settle such dispute and any and all claims arising out of the matters and things referred to herein and irrespective of any future disability to the Employee and have agreed upon a final settlement and satisfaction thereof upon the following terms and conditions:

That, subject to the approval of the said Court, the Employer will pay and the Employee will receive and accept the lump sum of FIVE HUNDRED SIXTY and 00/100 DOLLARS (\$560.00) in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said alleged accident, and irrespective of any present or future disability or any loss of earning capacity which might exist now or in the future; that upon the payment of said sum with the approval of the Judge of said Court, the said Employer and its insurance carriers shall without further formality stand released and forever discharged from all

claims arising out of or connected with the alleged accident, injury or disability or the treatment thereof, and irrespective of any disability or wages which may have existed or be earned by the said Employee in the future and in satisfaction of any and all obligations to pay any further or additional compensation or other sum of whatsoever kind or nature or to furnish or pay for any medical or surgical treatment or attention, or medical or surgical apparatus, or hospitalization, irrespective of the amount or extent of any past or future disability to said Employee.

This settlement contains the entire agreement between the parties hereto and neither the said Employer nor its insurance carrier has assumed any obligation, expressed or implied, of any kind to the said Employee except the payment of the said lump sum as hereinabove stated.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the 11<sup>th</sup> day of <sup>September</sup>~~August~~, 1946.

Henry D Byrd  
Employee

GEORGIA HARDWOOD LUMBER COMPANY, a corporation

By Hubert D. Ramey  
As its Attorneys, Employer

STATE OF ALABAMA    §

COUNTY OF BALDWIN   §

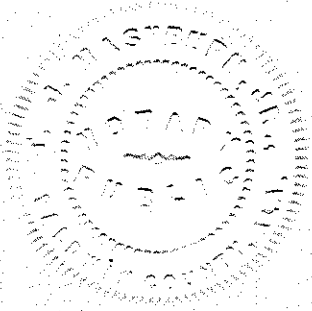
On this 11<sup>th</sup> day of <sup>September</sup>~~August~~, 1946, before me, a Notary Public in and for said County and State, personally appeared HENRY



D. BYRD, who is known to me to be the identical person described herein and who executed the foregoing instrument as Employee, and acknowledged that the same is true, and that, after having read the same, or having the same read to him, and with a full understanding of the terms and effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed, and in full and final settlement and satisfaction of all claims on account of or in any way connected with said injury, accident or disability.

GIVEN under my hand and Notarial Seal this 11<sup>th</sup> day of ~~August~~, 1946.  
*September*

*J. A. Mashburn, Jr.*  
Notary Public, Baldwin County, Alabama.



Court that the said petition, settlement and release be  
and the same are hereby approved, and the parties hereto  
are in all respects ordered to conform thereto, and when  
the said payment provided for in said petition shall have  
been made, the said Employer, and its insurance carrier,  
shall, without further formality be forever released and  
discharged from any and all claims in any way connected  
with this matter, whether arising out of said workman's  
Compensation Act or otherwise.

ENTERED, this, the 11<sup>th</sup> day of August, 1946, at Bay Minette,  
Alabama.

Judge

*W. H. Hall*